

The Huntington National Bank

105 East Fourth Street, Suite 200,
Cincinnati, OH 45202
513/639-8342; fax 513/877-343-5676



Surface Transportation Board
Office of Proceedings
395 E Street, SW
Washington, DC 20423-0001

RECORDATION NO. 29244 FILED

APR 26 '10 -4 05 PM

SURFACE TRANSPORTATION BOARD

April 23, 2010

Dear Surface Transportation Board,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301 (a) is a copy of a Memorandum of Lease, dated as of April 15, 2010, a primary document as defined in the Board's Rules of Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Lessor: The Huntington National Bank
105 East Fourth Street, Suite 120
Cincinnati, OH 45202

Lessee: Rail Connection, Inc.
737 Eleanor Industrial Park
Eleanor, WV 25070

A description of the railroad equipment covered by the enclosed document is:
(25) Twenty-Five Three pocket, 4,000 cubic capacity, 100-ton load limit, steel open
top hopper railcars bearing the marks as described below.

APPX 6011, APPX 6004, APPX 6024, APPX 6025, APPX 6010, APPX 6012, APPX 6029, APPX 6019,
APPX 6001, APPX 6002, APPX 6000, APPX 6008, APPX 6006, APPX 6022, APPX 6013, APPX 6023,
APPX 6009, APPX 6007, APPX 6031, APPX 2039, APPX 2000, APPX 2052, APPX 2033, APPX 2020

A short summary of the document to appear in the index is:

Memorandum of Lease.

Also enclosed is a check in the amount of ~~335.00~~ ^{441.00} payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

If you have any questions, please don't hesitate to call.

Sincerely,

Todd A. Schemmel
Sales Coordinator
The Huntington National Bank
105 East 4th Street CN01
Cincinnati, OH 45202
Direct Line: (513) 639-8342
Fax: (877) 343-5676
Todd.Schemmel@Huntington.com

APR 26 '10 -4 05 PM



MEMORANDUM OF LEASE

SURFACE TRANSPORTATION BOARD

- 1.) Pursuant to that certain Master Lease Agreement dated April 10, 2010 and the related Financing Lease Schedule No. 6243.17 dated April 10, 2010 (collectively, the "Lease Agreement"), has leased to the Lessee the railroad cars identified on Exhibit A attached hereto and made a part hereof (the "Cars"). Said lease of the Cars is referred to hereinafter as the "Lease".
- 2.) The addresses of the parties are as follows:

Lessor: **The Huntington National Bank**
Equipment Finance Division
105 East Fourth Street
Cincinnati, OH 45202

Lessee: **Rail Connection, Inc.**
PO Box 800
Eleanor, WV 25070
- 3.) The term of the Lease is five years commencing on April 10 2010 and will expired on December 10, 2010 unless otherwise extended or amended by the parties
- 4.) The terms and provisions of the Lease are more particularly set forth in the Lease Agreement
- 5.) This Memorandum of Lease may be executed in any number of counterparts, each of which is so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same document, which may be evidenced by any such signed counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed as of

The Huntington National Bank

By: [Signature]
Name: Todd A. Schemmel
Title: Sales Coordinator

State of Ohio, County of Hamilton

On 4/22/10 before me personally appeared Todd A. Schemmel, to me personally know, who being by me duly sworn says that his is Sales Co-ordinator of the Huntington National Bank, and that he executed the foregoing instrument on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



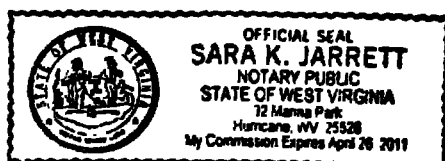
CLARISSA L. FISCUS
Notary Public, State of Ohio
My Commission Expires
November 27, 2012

[Signature]
Notary Public
My commission expires 11/27/12

Rail Connection, Inc.
By: [Signature]
Name: Warren K. Higginbotham
Title: Vice President

State of West Virginia, County of Putnam

On 4-13-10 before me personally appeared Warren K. Higginbotham, to me personally know, who being by me duly sworn says that he is Vice President of Rail Connection, Inc. and that he executed the foregoing instrument on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



[Signature]
Notary Public
My commission expires April 26, 2011



ASSIGNMENT

RE: Lease Agreement dated December 03, 2009 (the "Agreement")
and entered into between
Rail Connection, Inc.
("Assignor")
and
Kinder Morgan Petcoke, L.P.
("Obligor").

For value received, Assignor hereby assigns, sells and transfers to **The Huntington National Bank** ("Assignee") of 105 East Fourth Street, Cincinnati, OH 45202 and its successors and assigns, with full recourse to Assignor if the Obligor fails to pay (i) the above referenced Agreement (including certain schedules, riders, exhibits, addenda, amendments and supplements thereto), all of the Assignors' rights, title, interest, in and to the property described in Agreement, (the "Equipment") and all of the Assignor's rights, title, interests and remedies in, to and under the Agreement, including without limitation, the right to all payments, all insurance proceeds, condemnation awards and other monies and security payable by the Obligor in the event of default by the Obligor under the Agreement (the "Assigned Payments") and the right to take in Assignor's or Assignee's name, any and all proceedings, legal, equitable, or otherwise, that Assignor might otherwise take, but for this Agreement; and (ii) all of Assignor's rights and remedies under all amounts payable under the guaranty or guarantees of the Obligor's obligations under the Agreement (the "Guarantees(s)"), and any obligation of the Obligor or any other party to purchase the Equipment (the "Purchase Agreement(s)"). Assignee shall have none of the obligations of Assignor under the Agreement or any Purchase Agreement(s) or Guarantee(s).

Assignor represents and warrants to Assignee that: (a) Assignor has the full right and authority to execute the Agreement and this Assignment, and such execution and the compliance by Assignor with the terms thereof does not and will not violate any law or the terms of any agreements to which Assignor is a party; (b) the Agreement and Equipment are and will remain free and clear of all liens, encumbrances, security interest or other right and claims (except for those in favor of Assignee and the Obligor); (c) the Agreement has been duly authorized, is genuine, valid, binding and enforceable in accordance with its terms, is not in default, is in full force and effect, and is the only Agreement executed concerning the Equipment; (d) the obligations of the Obligor to pay the rentals and all other sums under the Agreement are and will continue to be absolute and unconditional whatsoever; (e) all executed original counterparts of the Agreement as amended or modified have been delivered to Assignee and all signatures, names, addresses, amounts and other statements and facts contained therein are true and correct; (f) the Equipment has been delivered to and unconditionally accepted by the Obligor, and is subject to all of the terms, conditions and provisions of the Agreement; (g) Assignor will comply with all of its representations, warranties and other obligations with respect to the Equipment and as set forth in the Agreement or otherwise; (h) Assignee has obtained a valid first priority security interest to the Agreement and equipment hereunder and if filing, recordation or any other action or procedure is permitted or required by statute to perfect such title, such has been accomplished; (i) all representation, warranties and certifications made by Assignor to Assignee in any letter, document, instrument or certificate, heretofore, contemporaneously herewith or hereafter delivered to Assignee shall be true and correct when made; and (j) Assignor will promptly do, execute, acknowledge and deliver all and every acts, instruments, and assurances reasonably requested by Assignee in order to give effect to or to more fully perfect the Assignment and sale made hereunder.

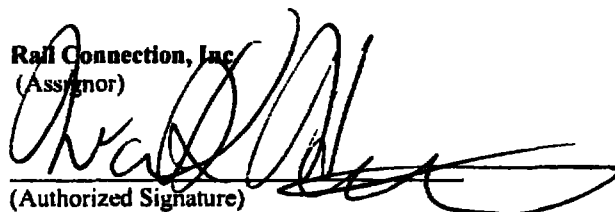
Assignor hereby indemnifies Assignee against and agrees to hold Assignee harmless from any and all risks, liabilities, losses, damages, claims, penalties and expenses, including reasonable attorneys fees and cost, that Assignee may incur in connection with any breach by Assignor of the representations and warranties contained herein, any failure by Assignor to pay when due any taxes for which Assignor is liable, or any other default in any of Assignor's obligations hereunder.

Upon any event of default occurring under any agreement between Assignor and Assignee, Assignor shall, upon written notice from Assignee, immediately notify the Obligor, in writing to commence to make all Assigned Payments directly to Assignee, and Assignee shall have all of the rights of Assignor under the Agreement whereupon Assignee may release on terms satisfactory to Assignee or compromise or adjust any and all rights



against, and grant extensions of time of payment to, the obligor or any other person(s) obligation under the Agreement or any such Guarantee(s) or Purchase Agreement(s), or agree to the substitution of an obligor or guarantor, without notice to Assignor and without affecting Assignor's obligations hereunder. Assignor shall promptly remit to Assignee all payments whatsoever which may be received by Assignor after such notice and Assignee is hereby granted an irrevocable power of attorney to endorse, in Assignor's name, such remittances over to Assignee. Assignor waives notice of acceptances hereof. Assignor represents and warrants that the Equipment was accepted by the Obligor on December 16, 2009 the aggregate amount of periodic payments remaining to be paid by the obligor under the Agreement which are being assigned to Assignee is **\$9,000.00**, payable in 36 monthly installments on the same day of each month; and the amount of the Obligor's (or any other party's) purchase obligation or option or balloon payment with respect to the Equipment is **\$0.00** This Assignment shall be governed by, and construed in accordance with the laws of the State of Ohio. All capitalized terms which are not otherwise defined herein shall have the same meaning as if give to such terms in the Assignments. This Assignment shall not be effective until signed and accepted by Assignee.

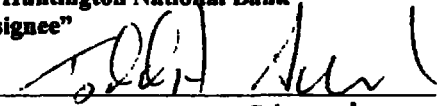
Dated: April 15, 2010.

Rail Connection, Inc.
(Assignor)

(Authorized Signature)

Address: **PO Box 800**
Eleanor, WV 25070

AGREED AND ACCEPTED;

The Huntington National Bank
"Assignee"

By: 
Title: **Todd A. Schemmel**
Sales Coordinator



**EXHIBIT A
DESCRIPTION OF RAILCARS**

This is Exhibit A to the Memorandum of Lease dated April 10, 2009 between The Huntington National Bank "Lessor" and Rail Connection, Inc. "Lessee".

Quantity of Cars: (24) Twenty-Four

Description of Cars: Three Pocket, 4,000 Cubic Capacity, 100-Ton Load Limit, Steel Open Top Hopper Railcars Bearing the markings listed below:

APPX 6011, APPX 6004, APPX 6024, APPX 6025, APPX 6010, APPX 6012, APPX 6029, APPX 6019,
APPX 6001, APPX 6002, APPX 6000, APPX 6008, APPX 6006, APPX 6022, APPX 6013, APPX 6023,
APPX 6009, APPX 6007, APPX 6031, APPX 2039, APPX 2000, APPX 2052, APPX 2033, APPX 2020.

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